

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000000449
Foster Motors Inc
PO Box 499
Middlebury VT 05753
USA

Contract ID 000000000000000000021309		Page 1 of 5
Contract Dates 11/17/2011 to 11/17/2012	Origin CPS	
Description: CPS-2012 DODGE POLICE VEHICLE	Contract Maximum \$999,990.00	
Buyer Name Smith,Steven D	Buyer Phone 828-4681	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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1		2012 DODGE CHARGER	EA	0.01000	0.00	0.00
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2012 POLICE PURSUIT PACKAGE
FULL SIZE AUTOMOBILE
REAR WHEEL DRIVE
DODGE CHARGER

POLICE PACKAGE, Full Size Automobiles, four door sedan.

MAKE: DODGE MODEL: CHARGER LDDE48
ENGINE DISPLACEMENT: 3.6L V-6 WHEELBASE: 120"
TRANSMISSION: AUTOMATIC 5 SPEED TIRE SIZE: 225/60R18
EPA RATING: CITY: 18 HWY: 27 BATTERY: CCA: 800 ALT: 220
WARRANTY: 36 MONTHS 36,000 MILES

VEHICLE BASE PRICE UNIT PRICE
For vehicle drop shipped to Dept. of Public Safety, Colchester, VT \$21,253.00
For vehicle shipped to dealer with dealer doing pre-delivery service \$21,253.00

OPTIONAL EQUIPMENT:

5.7 liter Hemi V8 with Multi displacement and 340 HP \$938.00
E-Z Clean Black Vinyl Floor Covering \$89.00
Entire Fleet Keyed Alike \$36.00
Spot lamp Driver's Side or Dual (Black or Chrome): \$178.00
Full-sized spare tire and wheel with battery cover and cargo compartment floor mat:\$142.00
Fixed Vinyl Rear Bench Seat (Special Service): \$107.00
Engine Block heater:\$45.00
18-inch bolt-on wheel covers (Police Pursuit):\$27.00
Special Paint - Vermont State Green \$3000.00
Rear Window & Door deactivated: \$22.00
Power Heated fold ext mirrors: \$53.00
Axle - 3.06 rear axel ratio: \$0
Goodyear P225/60R18W performance Tires:\$0
Push Bumper (MBR): \$312.00
Center Console (CUG): \$556.00
Spare Tire carrier-Relocates spare tire (TBH):\$107.00
Front Corner LED (LNB) \$312.00

Rear Corner LED (LNU) \$312.00
Grille Lights - Mounted behind Grille (MEK):\$303.00
Visor Light - Positioned in front of rear view Mirror (XGV)\$401.00
Mirror Lights (LNY)
Side Lights - Mounted to rear doors (LNZ): \$312.00
Rear Deck Full width Interior light bar system (LN3):\$1179.00
Light Bar roof mounted 50- all LED (LN4): \$3916.00
Light Bar limited feature (LN5): \$2670.00
Light and Siren Control System - CAN Bussed system (JJK): \$1869.00
Splash Guards - Front (MEJ): \$71.00
Splash Guards - Rear (MEG): \$71.00
All Weather Mats - (CLE): \$80.00
Trailer Towing Package - Class II Hitch (XFN): \$445.00

Base Prep Package (AYE) - Provides needed equipment for vehicle up fitting. Wiring harness, light head locations prewired, Fusing an power distribution in trunk , Speaker and bracket, and trunk tray (AYE): \$1549.00

Patrol package 1 - Includes base pre package, Console and front and rear corner lights (AFY): \$2688
Patrol Package 2 - Include base pre package, Console and push Bumper (AYH): \$2359.00

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Patrol Package 3 - Includes Base Pre package, Console, Push Bumper, Front and Rear corner lights (AYM): \$2910.00
Slick Top Package 1 - Includes base Prep package and Console (AYN): \$2025.00
Slick Top Package 2 - Include Base Prep package, Front and Rear corner lights: \$2270.00
Extended Warranty: 5 years/75,000 mile warranty: \$1755.00 per vehicle.

Connectivity group: \$352.00
Convenience group: \$427.00
Street Appearance Group: \$441.00
LED Spot lamps: \$134.00

DELIVERY: 90-120 DAYS ARO

CONTRACT TERMS AND ADDITIONAL INFORMATION

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

STEVE SMITH
PURCHASING AGENT
802-828-4681
FAX 802-828-2222
steven.smith@state.vt.us

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR 2012 POLICE PURSUIT VEHICLES ISSUED 09/07/2011 AND VENDOR'S RESPONSE DATED 09/22/2011

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JANUARY 10, 2011 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE: TO PROVIDE 2012 MODEL YEAR DODGE CHARGER POLICE PURSUIT VEHICLES TO VARIOUS STATE AGENCIES AND POLITICAL SUBDIVISIONS WITHIN VERMONT

CONTRACT TERM: NOVEMBER 17, 2011 TO NOVEMBER 17, 2012, WITH OPTION TO RENEW FOR TWO ONE YEAR PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

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INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:
http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

VEHICLE GENERAL SPECIFICATIONS, REQUIREMENTS AND PENALTIES

April 19, 2010

TITLES: ALL TITLES WILL BE WRITTEN TO THE REQUESTING DEPARTMENT. ALL STATE OWNED VEHICLES WILL INDICATE THE FIRST LIEN HOLDER AS THE STATE OF VERMONT, BUILDINGS AND GENERAL SERVICES, 103 SOUTH MAIN STREET, WATERBURY, VT 05676

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ALL COMPONENTS, BRAKE LININGS, CLUTCH DISKS, ETC WILL BE MANUFACTURED WITH ASBESTOS FREE MATERIAL.						

PLEASE NOTE THAT ALL EQUIPMENT NORMALLY ADVERTISED AS STANDARD IS TO BE INCLUDED ON THE VEHICLES ORDERED UNLESS SUPERSEDED BY THE DETAILED SPECIFICATION.

AT THE TIME OF DELIVERY, ALL VEHICLES MUST MEET THE FOLLOWING CONDITIONS:

1. CONFORM AND BE EQUIPPED TO MEET THE REQUIREMENTS OF THE VERMONT DEPARTMENT OF MOTOR VEHICLES.
2. MEET CALIFORNIA EMISSIONS STANDARDS
3. BE COMPLETELY VERMONT STATE INSPECTED AND SERVICED BY VENDOR INCLUDING:
 - a. STEERING GEOMETRY
 - b. BALANCING OF ALL WHEELS AND TIRES
4. HAVE A MINIMUM OF 1/2 TANK OF FUEL REGISTERED ON THE FUEL GAUGE.
5. INCLUDE 4 SETS OF PROGRAMMED WORKING MANUFACTURER'S KEYS AND 2 FOBS, IF AVAILABLE.
6. ALL NECESSARY PAPERWORK REQUIRED TO REGISTER VEHICLE
7. BE ELIGIBLE TO BE REGISTERED IN VERMONT

PENALTIES:

The following penalties will apply for each vehicle delivered that do not meet conditions 3, 4 & 5 above:

Condition #3: Vehicle is not VT State inspected at time of delivery: \$50.00 for the inspection + \$75.00 labor = \$125.00 per vehicle.

Condition #4: Vehicle not delivered with minimum 1/2 tank of fuel: Actual cost of fuel plus \$25.00 labor to bring the tank to half full, per vehicle.

Condition #5: Keys: Actual cost to purchase keys at the location of customer's choice + \$25.00 labor per vehicle.

The total amount for any of these penalties where applicable will be deducted from the invoice amount.

VENDOR IS TO PROVIDE ORDER ACKNOWLEDGEMENT TO "INVOICE TO" ADDRESS OR AN ADDRESS DETERMINED BY THE ORDERING PARTIES.

VENDOR CONTACT:

BERNIE ANDREWS
EMAIL: BANDREWS@FOSTERMOTORS.COM
TEL.#802-388-9961
FAX #802-388-6708

DELIVERY: 90-120 DAYS ARO

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____